



Commonwealth of Virginia
Virginia Information Technologies Agency

DATA PROCESSING EQUIPMENT REPAIR

Optional Use Contract

Date: June 15, 2006

Contract #: VA-060613-VASI

Authorized User: State Agencies, Institutions and Public Bodies
as defined in the VPPA

Contractor: Virginia Systems, Inc.
9022 Mathis Avenue
Manassas, VA 20110

FIN: 54-1570333

Contact Person Desi Arnaiz
Phone: 800-685-8435
Fax: 703-330-6698
Email: desi@vasi.com

Term: June 13, 2006 – June 12, 2007

Payment: Net 30 days

For Additional Contract Information, Please Contact:

Virginia Information Technologies Agency
Supply Chain Management

Doug Crenshaw
Technical Sourcing Manager
Phone: 804-371-5993
E-Mail: doug.crenshaw@vita.virginia.gov
Fax: 804-371-5969

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at <http://www.vita.virginia.gov/procurement/contracts.cfm>

VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA): Prior review and approval by VITA for purchases in excess of \$100,000.00 is required for State Agencies and Institutions only.

CONTRACT #VA-060613-VASI

EXTRACT CHANGE LOG

[illegible]



COMMONWEALTH of VIRGINIA

SUPPLY CHAIN MANAGEMENT (SCM)

SOLICITATION - OFFER -and- AWARD

Information Technology / Telecommunications Products and/or Services Invitation for Bid (IFB)

1. <u>Contract #:</u>	2. <u>IFB #:</u>	3. <u>Date Issued:</u>	<u>Date Due:</u>	4. <u>REQ #:</u>	5. <u>Direct Order #</u>
VA-060613-VASE	2006-19	May 19, 2006	June 9, 2006		

For Information, please e-mail or call: Nick Gemelos: Nick.Gemelos@vita.virginia.gov, -or- (804) 786-0159

6. <u>ISSUING OFFICE:</u>	7. <u>SHIP TO:</u>
VITA - Supply Chain Management 110 S. 7th Street, 1 st Floor Richmond, VA 23219-9300	Various locations within the Commonwealth

SOLICITATION

8. Sealed Bids for furnishing the Products and Services set forth in the schedule will be returned to the Issuing Office. If hand carried, deliver to the SCM receptionist located at the issuing office address indicated. Bids must be received prior to 2:00 PM local time on the Date Due indicated above (Bid opening at 2:30 PM). Please read and understand the attached Solicitation Instructions. This is an advertised solicitation consisting of (1) the Schedule of Products and/or Services, pages 2 through 6; (2) the Solicitation Instructions, pages S-1 through S-2; and (3) the Mandatory Contractual Terms and Conditions, pages C-1 through C-13; and other provisions, representations, certifications or specifications as are attached or incorporated herein by reference.

NOTE: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343.1 or against any Bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

OFFER

In compliance with the Terms and Conditions set forth in this solicitation, the undersigned agrees, if this offer is accepted within 90 days from the date due above, to furnish any or all Bid Items awarded at the prices offered in the Schedule, delivered to the Ship To address above within the time specified in the Schedule.

All offers are subject to the Mandatory Terms and Conditions set forth herein

CONTRACTOR's FIN: 54-1570333	BILL TO:
Firm Name: Virginia Systems, Inc.	Locations as identified on each purchase order
Address: 9022 Mathis Ave.	
City/State/ZIP: Manassas, VA 20110	
Signature: Desi Arnaz	
Print Name: Desi Arnaz	
Title: President	
E-mail: desi@vasi.com	
VOICE# / FAX#: 800-685-8435 / 703-330-6698	

AWARD

Accepted as to Bid Item numbers:	AMOUNT:	AWARD DATE:
1 Thru 10		6/13/06

Commonwealth's Representative:

Phil Pippert, Associate Director
Supply Chain Management

Form 62 Rev. 2/10/2004

for the COMMONWEALTH of VIRGINIA

PAGE:

By: 

1 -of- 7

VITA- 62A 1-15-04		PRICE SCHEDULE		BID NO. 2006-19		PAGE 2 OF 7	
NAME OF CONTRACTOR			REQUIRED DELIVERY DATE (RDD) 21 DAYS ARO			INITIALS	
ITEM NO.	DESCRIPTION	QTY.	UNIT	NEXT DAY RESPONSE	4 HOUR RESPONSE		
1.	Zone 97	1	hour	<u>50</u>	<u>70</u>		
2.	Zone 98	1	hour	<u>50</u>	<u>60</u>		
3.	Zone 99	1	hour	<u>50</u>	<u>60</u>		
4.	Zone 100	1	hour	<u>50</u>	<u>60</u>		
5.	Zone 101	1	hour	<u>60</u>	<u>70</u>		
6.	Zone 102	1	hour	<u>70</u>	<u>80</u>		
7.	Zone 103	1	hour	<u>80</u>	<u>90</u>		
8.	Zone 104	1	hour	<u>90</u>	<u>110</u>		
9.	Zone 105	1	hour	<u>120</u>	<u>135</u>		
10.	Zone 106	1	hour	<u>120</u>	<u>135</u>		
<p>Industrial Funding Adjustment (IFA) must be included in all prices as delineated above. See page C-18 item 54 of the Contractual Terms and Conditions</p>							

1. EXPLANATION TO BIDDERS:

Any explanation desired by a vendor regarding this solicitation/invitation for bid must be requested in writing and with sufficient time allowed for a reply to reach the supplier before the submission of their bids. PRIOR TO SUBMISSION OF A BID, SUPPLIERS ARE REQUIRED TO READ THESE INSTRUCTIONS, REVIEW THE SCHEDULE, READ ALL TERMS AND CONDITIONS AND CHECK eVA WEB SITE (www.eva.virginia.gov) FOR ANY AMENDMENTS OR CHANGES. THIS SOLICITATION IS SUBJECT TO THE PROVISIONS OF THE VIRGINIA PUBLIC PROCUREMENT ACT (VPPA). Any interpretation required by the State will be in the form of an amendment to the solicitation; SEE PARAGRAPH 9 BELOW. Oral explanations or instructions given before the award of the Contract will not be binding.

2. PREPARATION OF SOLICITATION

A. Bids shall be submitted on the forms furnished, and must bear an original signature by an individual authorized to bind the company submitting the bid. If erasures or other changes appear on the form, each erasure or change must be initialed by the person signing the bid. Telegraphic or facsimile bids will not be considered. Vendors may not submit multiple bids in a single envelope.

B. Suppliers are required to enter their Federal Identification Number [FIN] in the upper right hand corner on Page 1, VITA Form 62. Failure to enter a number in the space provided or to provide a correct FIN number may delay award. It is the vendor's responsibility to provide the correct FIN number and to keep VITA updated as to any changes in vendor's status.

C. The bid form may provide for submission of a price or prices for one or more items. All prices shall be entered in the price schedule. Where the bid form explicitly requires that the vendor bid on all items, (e.g., an all or none requirement), failure to do so will disqualify the bid. When submission of a price on all items is not required, vendor should insert the words "no bid" in the space provided for any item on which no price is submitted.

D. Additional bids may be submitted, when in the vendor's judgment they can provide more than one solution which meets the required specifications of the procurement. Additional bids shall be submitted on either a duplicate copy of the bid document or on plain paper and shall be clearly identified with the words "ADDITIONAL BID" written or printed on the face of each additional bid. Additional bids shall not be considered unless detailed specifications or descriptions sufficient to establish quality, utility and merit accompany the bid.

VENDORS SUBMITTING ADDITIONAL BIDS ARE REMINDED THAT THE TERMS AND CONDITIONS WHICH APPLY TO THE ORIGINAL BID SHALL ALSO APPLY TO THE ADDITIONAL BID AND ANY MODIFICATION TO TERMS AND CONDITIONS OF A SOLICITATION OR THE ADDITION OF RESTRICTIVE PROVISIONS BY A BIDDER SHALL BE CAUSE FOR REJECTION OF THE BID.

E. Modification of bids already submitted will be considered if received at the office designated in the invitation for bids before the time set for opening of bids.

3. SUBMISSION OF BIDS

TO BE CONSIDERED, THE BID MUST BE RECEIVED AT THE ISSUING OFFICE ADDRESS INDICATED ON OR BEFORE THE DATE AND HOUR DESIGNATED. Vendors must pay particular attention to ensure that the bid is properly addressed. The State is not responsible if the bid is not properly addressed. The State is not responsible if the bid does not reach the destination specified by the date and time indicated. Sealed bids received after the date and hour indicated are automatically disqualified, and will not be considered. All bids must be sealed, marked and addressed, to the issuing office address, and marked on the outside of the vendor's envelope as in the example below. Failure to do so may result in a premature opening of, or a failure to open, the bid.

From:	Company Name	
	Street or Box Number	
	City, State, Zip Code	
	Due Date	Time
	IFB No.	

4. LATE BIDS, MODIFICATIONS OF BIDS OR WITHDRAWALS OF BIDS

A. Any bids received at the issuing office designated in the Solicitation after the exact time specified for receipt will not be considered for award.

B. A bid may be amended and/or withdrawn by a vendor if the office issuing the bid receives the request in writing before the date and hour set forth in the bid form. The request must be signed by a person authorized to represent the person or firm that submitted the bid. Submission of a subsequent bid shall normally constitute the withdrawal of any prior bid submitted by the same bidder or offeror on the same IFB.

5. PUBLIC OPENING OF BIDS

Bids will be publicly opened at the time and date specified on page 1 of the Solicitation document. Bids will not normally be evaluated at the bid opening meeting. All bids will be opened at the issuing office location shown on page 1 of the solicitation.

6. SOLICITATION TERMS AND CONDITIONS

The terms and conditions referenced in and contained in this solicitation are considered mandatory and are the only terms and conditions governing transactions under any Contract awarded as a result of this solicitation.

If the vendor includes additional terms and conditions on pre-printed marketing sheets, pre-printed catalogues, or other pre-printed materials, then it is understood that those terms and conditions are of no consequence to any resulting Contract. Any other modification, addition, clarification, or change to the mandatory terms and conditions by the vendor shall cause the bid to be rejected.

7. AWARD OF CONTRACT

Bids shall be evaluated and the responsive and responsible bidder offering the lowest price will be awarded the Contract. The State reserves the right to reject any and all bids in whole or in part and to waive any informality in the bids.

8. AWARD NOTICES

Upon the completion of evaluation, the State will post a NOTICE OF AWARD (NOA). All award notices will be posted on the DGS/DPS eVA web site (www.eva.virginia.gov).

TELEPHONIC REQUESTS FOR BID RESULTS WILL NOT BE HONORED.

9. AMENDMENT OF SOLICITATION

Any amendment or change to this solicitation will be issued via eVA in writing and will identify the changes to be made in the bid. If the bid opening date is extended, the new date and time will be clearly shown on the face of the amendment. Bidders will be required to sign and return a copy of the amendment with their bid to indicate that they have received the document and are aware of the changes made.

10. ANTI-COLLUSION CERTIFICATION

By Bidder's signature on the face of this bid, Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same equipment, software, or services, and is in all respects fair and without collusion or fraud. Vendor understands collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that he or she is authorized to sign this bid for the bidder's firm.

11. DEMONSTRATIONS

The State reserves the right to require the Bidder to demonstrate to the satisfaction of the State, that the products offered will perform in a completely acceptable manner and to meet or exceed the specifications referenced in the solicitation. The demonstration site and time is subject to agreement between the State and Bidder.

12. PROTESTS OF AWARDS

All protests of awards shall be conducted in accordance with the provisions of the VPPA.

13. CONTRACT

Any Contract which is awarded as a result of this solicitation, offer and award shall be between VITA and the Contractor. No other agency, institution or public body may negotiate in any way with the vendor concerning the items identified in the schedule or any terms and conditions of the Contract. All problems associated with the resulting Contract shall be brought to the attention of the Contracts Manager, VITA or designated representative.

Specifications - Any comments or questions concerning the specifications, terms and conditions or any note contained in this solicitation shall be submitted, in writing to the issuing office at least five (5) days prior to the closing date.

14. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by a bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder must invoke the protections of Code of Virginia, Section 2.2-4342, prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire bid document, line item prices and/or total bid prices as proprietary or trade secrets is not acceptable and will result in rejection of the bid.

<END>

ATTACHMENT A

IFB 2002-030

CATEGORIES

Personal Computers and Monitors

Brand names such as*: Apple, Dell, Hewlett Packard, IBM, Sony, Toshiba

Network Equipment (Routers, Switches, Hubs)

Brand Names such as*: Cisco, Black Box, 3Com, Motorola, SMC, Enterasys/Cabletron

Terminals

Brand names such as*: IBM, Unisys, Wyse, Hewlett Packard

Scanners

Brand names such as*: Hewlett Packard, Visioneer, Panasonic

Modems

Brand names such as*: US Robotics, Motorola, ACRX, AT&T, Hayes, Accura, Zoom, CXR

Printers

Brand names such as*: Apple, Brother, Cannon, Epson, Fujitsu, Hewlett Packard, IBM,

Lexmark

Kyocera, NEC, Okidata, Panasonic, Unisys, Tektronix, Xerox

Servers

Brand names such as*: Hewlett Packard, Dell, IBM, Sun, SGI

*** This is not meant to be a complete list of manufacturers. Agencies or Institutions may request repair on other brand names.**

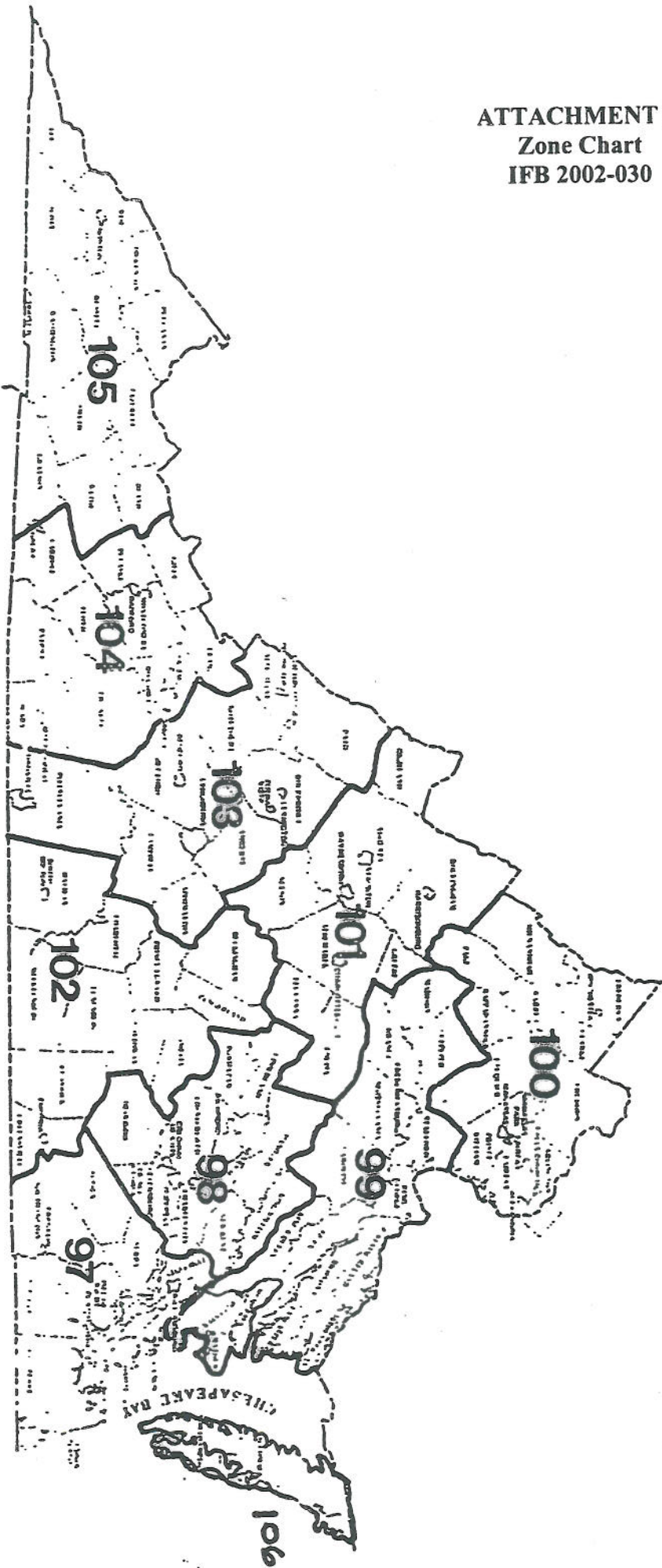
ATTACHMENT B
List of State Holidays
IFB 2002-030

January 2	New Year's Day
January 13	Lee Jackson Day
January 16	Martin Luther King Day
February 20	George Washington's Birthday
May 29	Memorial Day
July 4	Independence Day
September 4	Labor Day
October 9	Columbus Day
November 10	Veteran's Day
November 23-24	Thanksgiving Day
December 25	Christmas Day

ATTACHMENT C
IFB 2002-030

Bidder shall provide evidence of five (5) A Plus or equivalently certified technicians that will perform repairs in accordance with stated scope of work, throughout the stated service zones in the Commonwealth of Virginia. For each technician submitted A Plus or equivalent certification must be attached to Attachment C. If awarded a zone the successful bidder must supply technicians of equal or superior qualifications at the quoted rates for each zone.

ATTACHMENT D
Zone Chart
IFB 2002-030



ATTACHMENT E
Cities and Counties Zones
IFB 2002-030

COUNTIES/ZONES:

Accomack	106
Albemarle.....	101
Alleghany	103
Amelia.....	102
Amherst.....	103
Appomattox.....	103
Arlington.....	100
Augusta	101
Bath	103
Bedford	103
Bland	105
Botetourt	103
Brunswick	102
Buchanan.....	105
Buckingham	102
Campbell	103
Caroline.....	99
Carroll	104
Charles City	98
Charlotte.....	102
Chesapeake	97
Chesterfield	98
Clarke	100
Craig	104
Culpeper.....	99
Cumberland.....	102
Dickenson	105
Dinwiddie.....	98
Essex	99
Fairfax.....	100
Fauquier	100
Floyd	104

Fluvanna.....	101
Franklin	104
Frederick	100
Giles	104
Gloucester	99
Goochland	98
Grayson	105
Greene	101
Greensville	102
Halifax.....	102
Hanover.....	98
Henrico.....	98
Henry	104
Highland.....	101
Isle of Wight.....	97
James City.....	97
King and Queen...	99
King George	99
King William	98
Lancaster	99
Lee	105
Loudon	100
Louisa	101
Lunenburg	102
Madison.....	99
Mathews.....	99
Mecklenburg	102
Middlesex.....	99
Montgomery.....	104
Nelson	101
New Kent.....	98
Northumberland ...	99

Nottoway	102
Northhampton.....	106
Orange	99
Page	100
Patrick.....	104
Pittsylvania	103
Powhatan	98
Prince Edward	102
Prince George.....	98
Prince William	100
Pulaski	104
Rappahannock	100
Richmond	99
Roanoke.....	104
Rockbridge	103
Rockingham.....	101
Russell	105
Scott.....	105
Shenandoah	100
Smyth.....	105
Southampton.....	97
Spotsylvania	99
Stafford.....	99
Surry	97
Sussex.....	97
Tazewell	105
Warren	100
Washington.....	105
Westmoreland.....	99
Wise.....	105
Wythe	105
York.....	97

CITIES/ZONES:

Alexandria.....	100
Bristol	105
Charlottesville.....	101
Chesapeake	97
Danville.....	103
Fairfax.....	100
Fredericksburg	99

Hampton.....	97
Harrisonburg	101
Lexington	103
Lynchburg.....	103
Newport News	97
Norfolk.....	97
Portsmouth.....	97

Richmond	98
Roanoke.....	104
Staunton.....	101
Suffolk	97
Virginia Beach	97
Williamsburg.....	97

ATTACHMENT F
Authorized Warranty Service
IFB 2002-030

Category

Manufacturer

Equipment

ATTACHMENT G
Certified, Trained or Experienced
IFB 2002-030

Category

Manufacturer

Equipment

INFORMATION TECHNOLOGY SERVICES TERMS AND CONDITIONS

TABLE OF CONTENTS

1. PURPOSE AND SCOPE	3
2. DEFINITIONS	3
A. Acceptance	3
B. Agent	3
C. Authorized User	3
D. Confidential Information	3
E. Computer Virus	3
F. Deliverable	3
G. Requirements	3
H. Service	3
I. Service Call Receipt	3
J. Supplier	3
K. VITA	4
L. Warranty Period	4
3. TERM AND TERMINATION	4
4. BREACH	4
5. DEFAULT	4
6. RISK OF LOSS OR DAMAGE	4
7. CREDITS	4
8. SERVICES	4
A. Nature of Services and Engagement	4
B. Statement of Work (SOW)	5
C. Acceptance Criteria	5
D. Cure Period	5
E. Training and Documentation	5
F. Replacement Parts	5
9. SUPPLIER PERSONNEL	5
A. Selection and Management of Supplier Personnel	5
B. Supplier Personnel Supervision	6
10. REPRESENTATIONS AND WARRANTY OF SUPPLIER	6
A. Ownership	6
B. Performance	6
C. Limited Warranty Period and Remedy	6
D. Malicious Code	6
E. Supplier's Viability	6
F. Supplier's Past Experience	7
11. ORDERS AND COMPENSATION	7
A. Order	7
B. Purchase Price and Price Protection	7
C. Invoice and Payment Terms	7
D. Supplier's Report of Sales and Industrial Funding Adjustment	8
12. CONFIDENTIALITY	8
A. Treatment and Protection	8
B. Exclusions	8
C. Return or Destruction	9
13. LIABILITY AND INDEMNIFICATION	9
14. INSURANCE	9
15. ACCESS AND SECURITY COMPLIANCE	10
16. SUPPLIER ACCESS TO AUTHORIZED USER LOCATIONS	10
17. BANKRUPTCY	10
18. GENERAL PROVISIONS	10

A. Relationship Between VITA and Supplier	10
B. Incorporated Contractual Provisions	11
C. Governing Law	11
D. Dispute Resolution	11
E. Advertising and Use of Proprietary Marks	11
F. Notices	11
G. No Waiver	11
H. Assignment	11
I. Captions	12
J. Severability	12
K. Survival	12
L. Force Majeure	12
M. Remedies	12
N. Right to Audit	12
O. Offers of Employment	12
P. Contract Administration	12
Q. Entire Contract	13

INFORMATION TECHNOLOGY SERVICES TERMS AND CONDITIONS

1. PURPOSE AND SCOPE

This Contract sets forth the terms and conditions under which Supplier shall provide Time and Materials Repair of Data Processing Equipment services to the Authorized Users. These Authorized Users may obtain from the Supplier, pursuant to this Contract, maintenance Services for the repair of data processing equipment.

2. DEFINITIONS

A. Acceptance

Acceptance shall take the form of successful performance of Services at the designated location.

B. Agent

Any third party independent agent of any Authorized User.

C. Authorized User

All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia.

D. Confidential Information

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to the other Party in connection with or as a result of discussions related to this Contract, and which at the time of disclosure either (i) is marked as being "Confidential" or "Proprietary", (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the Disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party.

E. Computer Virus

Any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, alter or disrupt any computer program, firmware, or hardware or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by such software in any manner.

F. Deliverable

Means the tangible embodiment of the Services performed or provided by Supplier.

G. Requirements

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Service(s) described in the applicable documentation, Supplier's response to IFB and such other parameters, characteristics, or performance standards for the product that may be agreed upon in writing by the Parties.

H. Service

Any work performed or service provided, described in the Bid Notes or in the contract, by Supplier for an Authorized User.

I. Service Call Receipt

A document to be provided by the Supplier at completion of each service call and which must contain, at a minimum, the following information: Authorized User name; Date & Time of arrival; Location; Description of services performed; Hours billed; Name of Supplier.

J. Supplier

Includes any individual who is an employee, sub-contractor, or independent contractor of Supplier who is assigned by Supplier to perform Services under this Contract.

K. VITA

Virginia Information Technologies Agency, an agency of the Commonwealth of Virginia pursuant to Chapter 20.1 (§§2.2-2005 et seq.) of the Code of Virginia.

L. Warranty Period

The longer of (i) ninety (90) days from the date of repair or (ii) the standard warranty period of the original manufacturer.

3. TERM AND TERMINATION

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of one year. Subject to the mutual written agreement of both Parties, this Contract may be extended for up to three (3) additional one (1) year periods after the expiration of the initial one (1) year period. VITA will issue a written notification to the Supplier stating the extension period, 30 days prior to the expiration of any current term.

VITA may terminate this Contract, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason. Supplier shall submit any contractual dispute to VITA for resolution according to the terms of the Dispute Resolution Section. Upon termination, VITA shall have no future liability except for Services rendered or Software delivered by Supplier prior to the termination date.

4. BREACH

The Supplier shall be deemed in breach of this Contract if the Supplier (a) repeatedly fails to respond to requests for maintenance or other required Service within the time limits set forth in this Contract; (b) fails to comply with any term of this Contract and fails to cure such noncompliance within ten days (or greater period as is acceptable to VITA) following Supplier's receipt of a Show Cause Notice identifying such noncompliance; or (c) fails to provide a written response regarding a cure to VITA's Show Cause Notice within ten days after receiving same.

5. DEFAULT

In case of failure to deliver goods or Services in accordance with the Contract terms and conditions, VITA, after due oral and written notice, may procure them from other sources and hold the Supplier responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that VITA or any Authorized User may exercise.

6. RISK OF LOSS OR DAMAGE

The Supplier shall bear the risk of loss or damage to all equipment during any event wherein the equipment is removed from the Authorized User's premises.

7. CREDITS

Any credits due to any Authorized User under the terms of this Contract may be applied against Supplier's invoices to such Authorized User with appropriate information attached.

8. SERVICES

A. Nature of Services and Engagement

Supplier is an independent contractor engaged to perform certain Repair Services as set forth in the Bid Notes, on a time and materials basis, for Authorized Users. Notwithstanding all Authorized User's rights to license or purchase Supplier's products or Services under this Contract, an Authorized User is under no obligation to purchase or license from Supplier any of Supplier's products or Services. This Contract is non-exclusive and all Authorized Users may, at their sole discretion, purchase, license or otherwise receive benefits from third party suppliers of

products and services similar to, or in competition with, the products and services provided by Supplier.

B. Statement of Work (SOW)

The SOW will **not** be utilized for this Contract. All Services shall be performed at the times and locations set forth in applicable order and at the rates set forth in the Price Schedule. Supplier shall maintain records of all applicable service calls, including **Service Call Receipts**, which shall be submitted or made available for inspection by VITA upon forty eight (48) hours advance written notice. Any authorized Services beyond the scope of this Contract shall be performed at the hourly rates set forth unless otherwise agreed by the Parties.

C. Acceptance Criteria

Service(s) shall be accepted when the Authorized User determines that the repair has been successfully completed and the Service Call Receipt is signed by the person having custody of the equipment or by the Authorized User's Repair Coordinator. Such Authorized User should request a demonstration that repair was successfully completed on the failed component prior to Acceptance. Supplier agrees to provide to the Authorized User such assistance and advice as the Authorized User may reasonably require, at no additional cost, during such Acceptance testing.

D. Cure Period

Supplier shall correct the non-conformities identified hereunder and shall thereafter re-submit such previously non-conforming Service for re-testing within two (2) days of the appropriate Authorized User's notice of non-conformance, or as otherwise agreed between Authorized User and Supplier. In the event that Supplier fails to deliver a Service which meets the Requirements, VITA or the Authorized User may, in its sole discretion: (i) reject the Service in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Service with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Service while reserving its right to revoke Acceptance if timely correction is not forthcoming. Notwithstanding the foregoing, VITA shall be entitled to pursue any other remedies that are available to it under this Contract.

E. Training and Documentation

Any training or documentation necessary for an Authorized User to have full benefit of the Service shall be deemed included in the scope of the contract unless expressly excluded.

F. Replacement Parts

All replacement parts for a specific device must be that of the original manufacturer, new or reconditioned as new, or a fully compatible unit from another manufacturer which meets or exceeds original manufacturer specifications for that component.

9. SUPPLIER PERSONNEL

A. Selection and Management of Supplier Personnel

Supplier shall take such steps as may be necessary to ensure that all Supplier personnel provided under this Contract are competent and knowledgeable of the contractual arrangements and the applicable **Service requirements** between Authorized User and Supplier. Supplier shall be solely responsible for the conduct of its employees and subcontractors and shall ensure that such employees and subcontractors comply with the appropriate Authorized User's site security, information security and personnel conduct rules, as well as applicable federal, state and local laws, including export regulations. VITA reserves the right to require the immediate removal from such Authorized User's premises of any employee, subcontractor or agent of Supplier whom such Authorized User believes has failed to comply or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

B. Supplier Personnel Supervision

Supplier and VITA acknowledge that Supplier shall be and is the sole employer of Supplier personnel, and shall have sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of and terminate the employment of Supplier personnel.

10. REPRESENTATIONS AND WARRANTY OF SUPPLIER

With respect to the Services provided by Supplier, Supplier represents and warrants the following:

A. Ownership

Supplier has the right to provide the Services, including Deliverables, without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

B. Performance

- i). All Services shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in its profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness and coordination of all plans, information, specifications, computer programs, software, Deliverables and Services furnished under this Contract;
- ii). If the Services are pursuant to a particular repair request, such Services shall be fit for the particular purposes specified by the ordering Authorized User and Supplier is possessed of superior knowledge with respect to the Services and is aware that the Authorized User is relying on Supplier's skill and judgment in providing the Services;
- iii). The Services shall meet or exceed the Requirements;
- iv). The Services shall be performed in a professional manner;
- v). The documentation or training which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a user/programmer to understand fully the Deliverables without reference to any other materials or information.

C. Limited Warranty Period and Remedy

During the Warranty Period, Supplier warrants that the Deliverables do not contain any material errors and shall conform to the Requirements. Supplier shall correct all errors at no additional cost to any Authorized User. If Supplier is unable to make the Deliverable conform, in all material aspects, within ten (10) days following notification by an Authorized User, Supplier shall, at such Authorized User's request, accept return of any Deliverables, and return all monies paid by such Authorized User for the non-conforming Deliverable and any other related Deliverable(s) rendered unusable.

D. Malicious Code

Supplier has used its best efforts through quality assurance procedures to ensure that there are no Computer Viruses or undocumented features in the software or firmware components of any equipment or equipment parts provided hereunder at the time of delivery to an Authorized User; and such software or firmware does not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of such software or firmware. Notwithstanding any rights granted under this Contract or at law, Supplier hereby waives under any and all circumstances any right it may have or may hereafter have to exercise electronic self-help. Supplier agrees that an Authorized User may pursue all remedies provided under law in the event of a breach or threatened breach of this section, including injunctive or other equitable relief.

E. Supplier's Viability

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Supplier that could threaten performance of

this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

F. Supplier's Past Experience

Supplier warrants that the Services have been successfully performed for a non-related third-party without significant problems due to the Services or Supplier.

THE OBLIGATIONS OF SUPPLIER UNDER THIS SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

11. ORDERS AND COMPENSATION

A. Order

Supplier is required to accept any order placed through the eVA electronic procurement website portal (<http://www.eva.state.va.us>). eVA is the Commonwealth of Virginia's total electronic procurement solution. State agencies, as defined in §2.2-2006 of the Code of Virginia, shall order through eVA. All other Authorized Users are encouraged to order through eVA, but may order through the following means:

- i). Purchase Order (PO): An official PO form issued by an Authorized User.
- ii). Any order/payment transaction processed through the Commonwealth of Virginia's contract with American Express (AMEX). Each order must not exceed \$5,000, or the then-current charge card limit.
- iii). Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User.

This ordering authority is limited to issuing orders for the Services available under this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract.

B. Purchase Price and Price Protection

Price Schedule sets forth the fees for services. Fees shall not increase and VITA discounts shall not decrease for a period of not less than one (1) year from the Effective Date. No such increase shall exceed the lesser of 3% or the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, not seasonally adjusted, as published by the Bureau of Labor Statistics of the Department of Labor (<http://www.bls.gov/cpi/home.htm>), for the effective date of the increase compared with the same index one (1) year prior. Any such change in price shall be submitted to all Authorized Users in writing in accordance with the above and shall not become effective for sixty (60) days thereafter. Supplier agrees to offer price reductions to ensure compliance with the Competitive Pricing Section.

C. Invoice and Payment Terms

All payment obligations under this Contract are subject to the availability of legislative appropriations for this purpose. In the event of non-appropriation of funds for the items under this Contract, VITA may terminate this Contract or any order, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

If any purchases are to be supported by federal funding, and such funding is not made available, VITA may terminate this Contract or appropriate order, or an Authorized User may terminate an order, for goods or services dependent on such federal funds without further obligation.

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until Services have been performed. Charges for Services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid. Should Supplier repeatedly over bill Authorized User, Authorized User may assess a one percent (1%) charge for the amount over billed for each month that such over billing continues.

If there are any disputed items, the appropriate Authorized User shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review

its records, and, if it does not concur with such Authorized User, provide such Authorized User with documentation to support the charge. All payment terms are net 30 days after Acceptance.

D. Supplier's Report of Sales and Industrial Funding Adjustment

By the 10th day of every month, the Supplier shall submit the "Supplier Monthly Report of Sales". Upon Contract award, Supplier shall be provided a template showing the format in which the report is to be submitted. The report shall be submitted via electronic mail to the VITA IFA Coordinator and the VITA Controller (contact information provided below), and shall report all invoices submitted by Supplier pursuant to the Contract to all Authorized Users during the preceding month. The report shall also show a cumulative record of all invoices submitted to all Authorized Users pursuant to the Contract.

The Supplier shall submit the Industrial Funding Adjustment (IFA) payment for the period covered by such "Supplier Monthly Report of Sales" within thirty (30) days of submitting the "Supplier Monthly Report of Sales". The IFA payment shall be submitted in the form of a check or electronic funds disbursement made payable to the Treasurer of Virginia. The IFA payment is equal to two percent (2%) of total sales under this Contract during the relevant month, as determined by the amount invoiced to Authorized Users. The IFA payment shall reference this Contract number, "report amounts", and "report period".

Supplier shall remit IFA payments made via check to VITA, Attention VITA Controller. Supplier shall also provide a copy of the IFA payment to the VITA IFA Coordinator via email or fax. Failure to comply with reporting and payment requirements of this section may result in default of Contract.

Contact Information

VITA Controller 110 South 7 th Street, 3 rd Floor Richmond, VA 23219-3931 VITAController@vita.virginia.gov	VITA IFA Coordinator 110 South 7 th Street, 1 st Floor Richmond, VA 23219 804-371-5980 (Phone) 804-371-5969 (Fax) ifacoordinator@vita.virginia.gov
-------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

12. CONFIDENTIALITY

A. Treatment and Protection

Each Party agrees to (i) hold in strict confidence all Confidential Information of the other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, an Authorized User may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or agents of such Authorized User that are bound by a non-disclosure contract with such Authorized User. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

B. Exclusions

The term "Confidential Information" shall not include information that is:

- i). in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;
- ii). obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;
- iii). independently developed by the receiving Party without reference to the Confidential Information of the other Party; or

- iv). required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

C. Return or Destruction

Upon the termination or expiration of this Contract or upon the earlier request of the disclosing Party, the receiving Party shall (i) at its own expense, (a) promptly return to the disclosing Party all tangible Confidential Information (and all copies thereof except the record required by law) of the disclosing Party, or (b) upon written request from the disclosing Party, destroy such Confidential Information and provide the disclosing Party with written certification of such destruction, and (ii) cease all further use of the other Party's Confidential Information, whether in tangible or intangible form.

13. LIABILITY AND INDEMNIFICATION

Supplier agrees to indemnify, defend and hold harmless any Authorized User, its officers, directors, agents and employees ("Authorized User's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Authorized User's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Supplier, (ii) breach of any representation, warranty or covenant of Supplier contained herein, (iii) any defect in the Software or the Services, or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software or Services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the Authorized User against whom the claim has been asserted.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software or Services, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all Authorized Users the right to continue use of such infringing Software or services, or any component thereof; or (b) replace or modify such infringing Software or services, or any component thereof, with non-infringing products or services satisfactory to VITA. And in addition, Supplier shall provide any Authorized User with a comparable temporary replacement Software or reimburse any Authorized User for the reasonable costs incurred by such Authorized User in obtaining an alternative product in the event such Authorized User cannot use the affected Software. If Supplier cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Supplier shall accept the return of the infringing component of the Software or services, along with any other components of any products rendered unusable by any Authorized User as a result of the infringing component, and refund the price paid to Supplier for such components.

EXCEPT WITH REGARD TO CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY OR INFRINGEMENT, AND THE INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS, WITH RESPECT TO EACH OF WHICH LIABILITY SHALL NOT BE LIMITED PURSUANT TO THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR THE INDEMNIFIED PARTIES OF SUCH PARTY) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

14. INSURANCE

In addition to the insurance coverage required by law as specified in the URL identified in the Incorporated Contractual Provisions section of this Contract, Supplier shall carry errors and omissions insurance coverage in the amount of \$1,000,000 per occurrence.

15. ACCESS AND SECURITY COMPLIANCE

Supplier agrees to comply with all provisions of Authorized User's then current security procedures as are pertinent to Supplier's operation and have been supplied to Supplier by Authorized User and further agrees to comply with all applicable federal, state and local laws. Supplier shall indemnify, defend, and hold Authorized User, its officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from Authorized User, its officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this Section.

16. SUPPLIER ACCESS TO AUTHORIZED USER LOCATIONS

The ordering Authorized User shall grant to Supplier personnel access to such Authorized User's locations as necessary or appropriate for Supplier to perform its obligations under this Contract, subject to such Authorized User's security requirements. For some Commonwealth locations, the Supplier and its personnel may be required to undergo additional security procedures that may include but not limited to; records verification, submission of photos and/or fingerprints, etc. The Supplier may at any time, for any Commonwealth location, be required to undertake the execution and completion for each individual employee, the requirement of submitting additional forms that the Commonwealth considers necessary to meet security measures. These forms may include the individual employee's agreement that all Commonwealth information garnered while at the Commonwealth site is confidential and proprietary. Any unauthorized release of proprietary information by the Supplier or Supplier's employees shall constitute a breach of this Contract.

17. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract on notice to Supplier unless Supplier immediately gives VITA adequate assurance of the future performance of this Contract. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by the Parties that this is an executory contract. Any such suspension of further performance by VITA pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect VITA's right to pursue or enforce any of its rights under this Contract or otherwise.

18. GENERAL PROVISIONS

A. Relationship Between VITA and Supplier

Supplier has no authority to contract for VITA or in any way to bind, to commit VITA to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA, and VITA shall have no duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that VITA is not responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA, shall be reimbursed by Supplier upon demand by VITA.

B. Incorporated Contractual Provisions

The contractual provisions at the following URL are statutorily mandated provisions that are hereby incorporated by reference: http://www.vita.virginia.gov/procurement/documents/terms_05-06sw.pdf The contractual claims provision §2.2-4363 of the Code of Virginia is also incorporated by reference.

C. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

D. Dispute Resolution

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to VITA at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. VITA shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to VITA's alternative dispute resolution (ADR) procedures. Supplier may invoke VITA's ADR procedures at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by VITA, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any license or support services hereunder.

E. Advertising and Use of Proprietary Marks

Supplier shall not use any Authorized User's name or refer to any Authorized User, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of such Authorized User. In no event may Supplier use a proprietary mark without receiving the prior written consent of the Authorized User.

F. Notices

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the US mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to the addresses shown on the signature page. Either Party may change its address for notice purposes by giving the other Party notice of such change in accordance with this Section.

G. No Waiver

Any failure to enforce any terms of this Contract shall not constitute a waiver.

H. Assignment

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of each party hereto. Supplier may not assign, subcontract, delegate or otherwise convey this Contract, or any of its rights and obligations hereunder, to any entity without the prior

written consent of VITA, and any such attempted assignment or subcontracting without consent shall be void. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

If any law limits the right of the Parties to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be _____ days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

I. Captions

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

J. Severability

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. The Parties further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

K. Survival

The provisions of this Contract regarding Warranty, Escrow, Confidentiality, Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

L. Force Majeure

Neither Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination.

M. Remedies

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA reserves any and all other remedies that may be available at law or in equity.

N. Right to Audit

VITA reserves the right to audit those Supplier records that relate to the Services rendered or the amounts due Supplier for such Services under this Contract. VITA's right to audit shall be limited as follows:

- i). Three (3) years from Service performance date;
- ii). Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and
- iii). Excludes access to Supplier cost information.
- iv). Under no circumstance shall the supplier have the right to require auditor to have audited any Authorized User or its records or sites.

O. Offers of Employment

During the first twelve (12) months of the Contract, should Supplier hire an employee of an Authorized User who has substantially worked on any project covered by this Contract without prior written consent, the Supplier shall be billed for 50% of the employee's annual salary in effect at the time of termination.

P. Contract Administration

Supplier agrees that at all times during the term of this Contract an account executive, at Supplier's senior management level, shall be assigned and available to VITA. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

Q. Entire Contract

The following Exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

1. IT Service Terms and Conditions
2. Bid Notes
3. Price Schedule
4. IFB Cover Sheet
5. Any Other Supplier provided information deemed included by VITA

This Contract, its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between the Parties and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. This Contract may only be amended by an instrument in writing signed by VITA and Supplier. In the event of a conflict, the following order of precedence shall apply:

1. IT Service Terms and Conditions
2. Bid Notes
3. Price Schedule
4. IFB Cover Sheet
5. Any Other Supplier provided information deemed included by VITA